



**REQUEST FOR PROPOSALS (RFP)
(PUBLIC OFFERING)**

Vacant Land
(Canal Slope at 9th Street)

City of Indianapolis
Gregory A. Ballard, Mayor

November 9, 2010
Department of Metropolitan Development
Maury Plambeck, Director

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Items also available for review In Room 2042 in hard copy:

- A. Northwest Redevelopment Area Plan (part of the Consolidated Redevelopment Project Area)
- B. Regional Center Plan

Offering packet may be picked up in the City-County Building, 200 E. Washington Street, Room 2042, Indianapolis, Indiana. Please direct questions about receiving packets to Steve Schulmeyer at this address, or at 327-5822, or email to steve.schulmeyer@indy.gov.

SECTION A: NOTICE OF SALE OF REAL ESTATE FOR PUBLIC DEVELOPMENT

Notice is hereby given by the Department of Metropolitan Development (DMD), that on the 15th day of December, 2010 at 1 p.m., local time, the Metropolitan Development Commission (MDC), in the Public Assembly Room of the City-County Building, 200 East Washington Street, Indianapolis, Indiana, will open and consider written offers for the sale of certain parcel(s) of real estate (the "Property"), the location of which is described as follows:

LEGAL DESCRIPTION

**Land Description-0.259 acre
341 W. 9th Street
Tax Parcel #1102341**

Part of Outlots 166 and 168 of the Donation lands of the City of Indianapolis in Marion County, Indiana and being a 60 foot wide strip of land, described as follows:

Commencing at the intersection of the south right of way line of 9th Street with the west right of way line of Senate Avenue, being the northeast corner of Lot 15 in James Blake's Subdivision of part of Outlot 168 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 1, page 261 in the Marion County Recorder's Office; thence on an assumed bearing of North 88 degrees 35 minutes 37 seconds West along said south right of way line a distance of 492.73 feet to the Point of Beginning being distant 60.00 feet perpendicular east from the east line of the Indianapolis Water Company Canal as described in a deed to the City of Indianapolis (Instrument No. 83-78292); thence South 15 degrees 19 minutes 18 seconds East parallel with said east line a distance of 10.04 feet; thence South 15 degrees 28 minutes 02 seconds East parallel with said east line a distance of 178.06 feet to the south line of a tract of land described in a deed to Canal Partners recorded as Instrument No. 86-70857; thence North 88 degrees 35 minutes 37 seconds West along said south line a distance of 62.70 feet to said east line of the Indianapolis Water Company Canal; thence North 15 degrees 28 minutes 02 seconds West along said east line a distance of 159.94 feet; thence North 15 degrees 19 minutes 18 seconds West along said east line a distance of 28.14 feet to the aforesaid south right of way line of 9th Street; thence South 88 degrees 35 minutes 37 seconds East along said south right of way line a distance of 62.65 feet to the Point of Beginning. Containing 0.259 acres, more or less.

Note: This land description was prepared based exclusively upon record deed information and/or prior surveys of the subject premises or its parent. For purposes of the preparation of this description, no survey of the described real estate was performed and monuments were set.

1. Offering packet may be picked up in Room 2042, City-County Building, 200 E. Washington Street, Indianapolis, Indiana. Please direct questions about receiving packets to Steve Schulmeyer at this address, or at 327-5822. Items included in offering packet:

Section B: Instructions to Bidders

Section C: Offering Sheet

Attachment #1: Proposal for Redevelopment

Attachment #2: Project Description

Attachment #3: Statement of Bidder's Qualifications

2. Items also available for review Room 2042 in hard copy:
 - A. Northwest Redevelopment Area Plan (part of the Consolidated Redevelopment Project Area)
 - B. Regional Center Plan

3. Development standards and limitations:
 1. Redevelopment will be subject to permitted CBD-2 uses in Marion County's Zoning Code, Sec. 735-203(a): (1) through (10), and (14) through (18). Any such uses selected by a bidder shall be compliant with and promote the Regional Center Plan 2020 recommendations for the Canal and the Regional Center Urban Design Guidelines for this area. The proposed uses by all bidders shall be compliant with the CBD-2 Central Business District regulations and development standards.
 2. The Parcel shall be developed and utilized for Canal level commercial uses and access, with emphasis on offering active streetscape attractions and amenities to pedestrians on the Canal.
 3. Emphasis shall be placed on bidders owning or controlling adjacent parcels of land to this Parcel into which to integrate this Parcel into a larger development meeting the other criteria set forth herein.
 4. The bidder's commitment to construct on the offered Parcel, or on the offered parcel and property immediately adjacent to this Parcel, public infrastructure improvements that provide public access to the canal including ADA access which will include but not be limited to:
 - a. Public infrastructure improvements that provide public access to the Canal including ADA access via a commercial grade elevator or other accepted method; and
 - b. Public restroom facilities on the Canal levelSuch public infrastructure improvements costs maintenance of said improvements shall be borne solely by the awarded bidder.

4. Offers submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each:
 - A. Beneficiary of the trust; and
 - B. Settlor empowered to revoke or modify the trust.

SECTION B: INSTRUCTIONS TO BIDDERS

Vacant Land (Slope of Downtown Canal) Department of Metropolitan Development Indianapolis-Marion County, Indiana

1. **GENERAL:** In accordance with Indiana Code Sections 36-7-15.1-7(c) and 36-7-15.1-15, the Metropolitan Development Commission (the "MDC") is offering for sale property(s) described in the Offering Sheet included in this bid package (the "Property").
 - a. The sale of the Property was duly advertised in *The Indianapolis Star* and *The Court and Commercial*. The sale of the Property will be governed by the procedures that have been established by the MDC in accordance with appropriate regulations and statutes of the State of Indiana. All offers, to qualify for consideration by the MDC, must be prepared and submitted in accordance with these procedures.
 - b. The sale of the Property will be in accordance with, and the successful bidder(s) must be willing to negotiate and enter into, a Project Agreement with the Department of Metropolitan Development (the "DMD"), on behalf of the MDC within 180 days of the acceptance of the bids, which Project Agreement(s) shall set forth the nature of the development of the Property.
 - c. The MDC has caused to be prepared an Offering Sheet which lists the Property being offered at this time and states the minimum offering price and other essential terms for which offers on such Property will be considered. Each bidder must make an offer of at least the minimum purchase price and include in its bid the essential terms stated on the Offering Sheet.
 - d. A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each: (A) beneficiary of the trust; and (B) settlor empowered to revoke or modify the trust.
 - e. In order to enable bidders to locate and identify the property offered, the DMD has made available the disposition map of the area showing the size and location of the Property being offered.
2. **SEALED OFFERS:** Sealed written offers, in accordance with these Instructions to Bidders and on the forms attached hereto, will be received by the DMD in Room 2042 of the City-County Building, until 12:00 noon EST on December 15, 2010. Each bidder shall submit one original offer or proposal with 3 copies. At 1:00 p.m. EST on December 15, 2010, in the Public Assembly Room of the City-County Building, the DMD will publicly open and consider all written offers at a public meeting of the MDC. All exhibits, drawings, renderings and other material to be used in such presentation that are in addition to the sealed bid shall be deposited by each bidder at the time of the submission of the written offers and shall be retained by the DMD. Within 10 days after an award is made, unsuccessful

bidders may pick up their supplemental exhibits, after which date all remaining materials will be disposed of in any manner the DMD deems appropriate.

All exhibits and graphics of the successful bidder(s) remain the property of the DMD. The successful bidder(s), however, may arrange to borrow the graphics for other presentations.

3. **EARNEST MONEY DEPOSIT:** Each offer must be accompanied by an earnest money deposit ("Deposit") which shall not be less than 5% of the total amount of the purchase price offer. The Deposit shall be a Cashier's or Certified Check payable to the DMD and drawn on a solvent bank. No offer will be considered unless it is accompanied by the required Deposit. The Deposit shall be given as security that the bidder will, if notified of said acceptance, commence good faith negotiations with the DMD or its representatives or agents relating to the terms of a Project Agreement and in the Instructions to Bidders and Offering Sheet. The Deposit will be forfeited and surrendered to the DMD as an agreed amount of liquidated damages in case of failure by the accepted bidder(s) to comply with the terms of this paragraph or, if the DMD and the successful bidder enter into a Project Agreement, and the accepted bidder(s) fail to fully comply with the terms and conditions of the Project Agreement. The Deposit of the accepted bidder(s) shall be applied to the purchase price of the property at closing. All checks of unsuccessful bidders will be promptly returned to the unsuccessful bidders, as indicated by his/her signature at the end the Proposal for Redevelopment (attached hereto). If the DMD and the accepted bidder(s) are unable to reach agreement on the terms and conditions of the Project Agreement within 180 days of acceptance of such bid(s), then the Deposit will be returned to such accepted bidder and such accepted bidder will have no further rights (development or otherwise) regarding the Property, in which event the DMD may re-offer the Property or otherwise dispose of the same as permitted by law.
4. **FORM OF OFFER:** Every offer must be made on the forms attached hereto. Any additional information should be submitted as an attachment to the form(s) provided.
5. **EXPLANATIONS WRITTEN AND ORAL:** Should a bidder find any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or should the bidder have questions regarding any aspect of this offering, the bidder shall submit written questions to the DMD at the City County Building, Room 2042, 200 E. Washington Street, Indianapolis, IN 46204 or email to: steve.schulmeyer@indy.gov.
6. No oral interpretation or oral instructions will be made to any bidder as to the meaning of the bid packet or any part thereof. Every request for such an interpretation or instructions shall be made in writing or emailed to the DMD no later than **December 6, 2010**. The DMD intends to respond in writing or email to all questions that will be an addendum to the bid packet, and such information will be provided to all bidders receiving a bid packet and when issued will be on file in Room 2042 of the City-County Building. All such addenda shall become part of the bid packet, and all bidders shall be bound by such addenda, whether or not

received by the bidder. The DMD, its representatives, employees, or agents will not be responsible for any oral instructions and/or interpretations.

7. **WITHDRAWAL OF OFFER:** No offer will be allowed to be withdrawn after bid opening.
8. **REJECTION OR ACCEPTANCE OF OFFERS:** The MDC reserves the right to accept, reject, or table any and/or all offers. If the MDC accepts an offer, the successful bidder(s) shall begin negotiating the Project Agreement within 10 days after such bidder is notified of acceptance.
9. **PURCHASE PRICE AND OTHER TERMS:** The purchase price of the Property to be purchased under the terms of this offering shall not be less than the Minimum Offering Price as shown on the Offering Sheet, or as otherwise allowed by Indiana redevelopment law (IC 36-7-15.1-15.)
10. **HIGHEST AND BEST OFFER:** In determining the highest and best offer, the DMD, on behalf of the MDC, shall take into consideration the following: the purchase price offered; the size and character of the improvements proposed to be made on the Property; the bidder's schedule of work activities; the bidder's work performance record and ability to carry out the work activity schedule; the bidder's financial resources to ensure that the development will be carried out; the bidder's construction lender; the compatibility of the proposed development as it relates to the surrounding neighborhood; compliance with any factors that will assure the DMD and the MDC that the sale, if made, will best serve the interests of the community both from the standpoint of human and economic welfare.
11. **DEVELOPMENT PLAN:** Each bidder shall submit Attachment #2, as well as any exhibits, drawings, renderings, plans, and other material that illustrates the development plan proposed, any other pertinent information the bidder may wish to submit to further illustrate his/her proposed development plan, and will be deposited with the DMD. Bidders are suggested to limit their development plans to no more than 10 letter sized pages.
12. **BIDDER'S QUALIFICATIONS:** Each bidder shall submit, with his/her proposal, Attachment #3, Statement of Bidder's Qualifications. If an offer is made subject to the bidder being successful in obtaining adequate financing, the bidder must present evidence to the DMD that there is a reasonable assurance that financing can be obtained.
13. **TRANSFER OF INTEREST IN/POSSESSION TO THE PROPERTY:** Interest in and possession of the Property herein offered will be delivered to the successful bidder(s) at the time and in accordance with the terms and conditions set forth in the Project Agreement.
14. **DISPOSITION:** The bidder must bid on the entirety of the Property being offered.

END OF SECTION B: INSTRUCTIONS TO BIDDERS

SECTION C: OFFERING SHEET

METROPOLITAN DEVELOPMENT COMMISSION Indianapolis-Marion County, Indiana

Vacant Land
(Canal Slope at 9th Street)

The Department of Metropolitan Development (the "DMD"), on behalf of the Metropolitan Development Commission (MDC), is offering the following parcel(s) of real estate (the "Property") to the successful bidder(s), the location of which is described as follows:

LEGAL DESCRIPTION Land Description-0.259 acre 341 W. 9th Street Tax Parcel #1102341

Part of Outlots 166 and 168 of the Donation lands of the City of Indianapolis in Marion County, Indiana and being a 60 foot wide strip of land, described as follows:

Commencing at the intersection of the south right of way line of 9th Street with the west right of way line of Senate Avenue, being the northeast corner of Lot 15 in James Blake's Subdivision of part of Outlot 168 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 1, page 261 in the Marion County Recorder's Office; thence on an assumed bearing of North 88 degrees 35 minutes 37 seconds West along said south right of way line a distance of 492.73 feet to the Point of Beginning being distant 60.00 feet perpendicular east from the east line of the Indianapolis Water Company Canal as described in a deed to the City of Indianapolis (Instrument No. 83-78292); thence South 15 degrees 19 minutes 18 seconds East parallel with said east line a distance of 10.04 feet; thence South 15 degrees 28 minutes 02 seconds East parallel with said east line a distance of 178.06 feet to the south line of a tract of land described in a deed to Canal Partners recorded as Instrument No. 86-70857; thence North 88 degrees 35 minutes 37 seconds West along said south line a distance of 62.70 feet to said east line of the Indianapolis Water Company Canal; thence North 15 degrees 28 minutes 02 seconds West along said east line a distance of 159.94 feet; thence North 15 degrees 19 minutes 18 seconds West along said east line a distance of 28.14 feet to the aforesaid south right of way line of 9th Street; thence South 88 degrees 35 minutes 37 seconds East along said south right of way line a distance of 62.65 feet to the Point of Beginning. Containing 0.259 acres, more or less.

Note: This land description was prepared based exclusively upon record deed information and/or prior surveys of the subject premises or its parent. For purposes of the preparation of this description, no survey of the described real estate was performed and monuments were set.

The DMD will publicly open all written offers at 1:00 P.M. on December 15, 2010.

The DMD and/or its representatives and agents will then review all proposals and make a recommendation to the MDC, which will make an award or reject all offers at a subsequent MDC meeting. The bidder(s) shall prepare a bid for the purchase of the offered Property. The Commission will review and analyze offers to purchase this Parcel with the following conditions and priorities:

1. The proposed uses by all bidders shall highlight, emphasize or select the following uses from the permitted CBD-2 uses in Marion County's Zoning Code, Sec. 735-

203(a): (1) through (10), and (14) through (18). Any such uses selected by a bidder shall be compliant with and promote the Regional Center Plan 2020 recommendations for the Canal and the Regional Center Urban Design Guidelines for this area.

2. The proposed uses by all bidders shall be compliant with the CBD-2 Central Business District regulations and development standards.
3. The Parcel shall be developed and utilized for Canal level commercial uses and access, with emphasis on offering active streetscape attractions and amenities to pedestrians on the Canal.
4. Emphasis shall be placed on bidders owning or controlling adjacent parcels of land to this Parcel into which to integrate this Parcel into a larger development meeting the other criteria set forth herein.
5. The bidder's commitment to construct on the offered Parcel, or on the offered parcel and property immediately adjacent to this Parcel, public infrastructure improvements that provide public access to the canal including ADA access and Public Restroom facilities at Canal Level. Such public infrastructure improvements costs shall be borne solely by the awarded bidder.
6. **Project Agreement:** The successful Bidder(s) must be prepared to enter into a Project Agreement with the DMD, which Project Agreement shall contemplate the purchase and subsequent sale and/or lease of the Property, all easement agreements related to the Project, and shall set forth the nature of the development of the Property. Such Project Agreement may contain goals regarding the use of woman- or minority- or Veteran-owned businesses by the successful bidder, and may also contain requirements regarding the use of project labor agreements and/or other labor standards. By delivery of the Offering Sheet, the Bidder agrees to negotiate the Project Agreement in good faith and acknowledges and agrees that if, in spite of good faith negotiations, the Bidder and the DMD cannot reach agreement on a form of Project Agreement on or before 180 days following the acceptance of the bid of such successful bidder, then, such successful bidder shall have no further rights (development or otherwise) in or to the Property and the DMD may re-offer the Property or otherwise dispose of the same as permitted by law.
7. **Minimum Offering Price: \$25,000.00.**
8. **Site:** The bidder(s) must bid on the entirety of the Property being offered.
9. **Required Uses:** The new development must include, but is not limited to:
 - c. Public infrastructure improvements that provide public access to the Canal including ADA access via a commercial grade elevator or other accepted method; and
 - d. Public restroom facilities on the Canal level

Such public infrastructure improvements costs and maintenance of said improvements shall be borne solely by the awarded bidder.

10. **Zoning:** CBD-2(RC)

11. **Requirements of Bidder(s):** The successful bidder(s) must demonstrate that they have the industry, knowledge, experience, and financial capability to successfully complete the proposed developments on the offered Property.

DISPOSITION MAP

341 W. 9th-Canal Slope



END OF SECTION C: OFFERING SHEET

Attachment #1
PROPOSAL FOR REDEVELOPMENT

PROJECT NAME: Vacant Land (Canal Slope at 9th Street)

PROPOSED USE*:

BIDDER'S PRICE:

BIDDER'S DEPOSIT: _____

BIDDER'S NAME:

(Corporate Name or Authorized Representative)

BIDDER'S ADDRESS: _____

* Attach additional sheets if necessary (10 pages maximum). Detailed description of proposal should be submitted herewith as a part of Attachment #2, "Project Description".

Attachment #1 (Cont.) PROPOSAL FOR REDEVELOPMENT

The undersigned having familiarized itself with the present conditions on the site identified in Section C: Offering Sheet - Legal Description, hereby offers to purchase from the DMD, a certain parcel of real estate situated in the City of Indianapolis, Indiana, for the sum of \$ _____; provided, however, that in the event that another offer for the parcel(s) is accepted by the DMD, the earnest money deposit shall be returned within ten (10) days after such acceptance.

In submitting this proposal to purchase it is understood that the right to reject this offer is reserved by the DMD and the MDC.

I agree that in the event my proposal is accepted I will negotiate in good faith a Project Agreement relating to development of the Property with the DMD or its agents or representatives.

In the event that this proposal is accepted, if I fail to execute the Project Agreement within the time set forth herein, I agree and understand that the DMD, on behalf of the MDC, shall have the option of declaring my deposit forfeited.

Attached hereto and to be considered part of this proposal for redevelopment are the forms for the Project Description (Attachment #2 to the bid packet) and Statement of Bidder's Qualifications (Attachment #3 to the bid packet).

I understand that the real estate that I am offering to purchase is to be developed as proposed in Attachment #2, "Project Description".

I certify that should this proposal be accepted, the title will be held in the name of _____ and I further certify that I am authorized to represent the bidder.

Acceptance or rejection of this proposal shall be sufficiently delivered if: (i) deposited with the United States Postal Service by certified mail, postage pre-paid, return receipt requested; (ii) delivered personally to the bidder at the address set forth in the following; or (iii) faxed to the bidder at the fax number set forth in the following.

Attachment #1 (Cont.) PROPOSAL FOR REDEVELOPMENT

IN WITNESS WHEREOF, the undersigned has caused its name and seal to be subscribed this _____ day of _____, 2010.

RESPECTFULLY SUBMITTED,

BIDDER:

(Name of Firm or Individual)

BY: _____
(Signature)

(Printed Name)

ITS: _____
(Title)

ADDRESS: _____
(Street)

(City, State, Zip Code)

(Telephone Number)

(Fax Number)

Attachment #2

PROJECT DESCRIPTION

Please provide a narrative description, as well as any maps, drawings, or other renderings available of the project proposed, including the specific information requested below. Please limit response to no more than 10 letter sized pages.

1. Identify the scope of proposed development, as well as whether proposed development includes any other arrangements which include adjacent or nearby properties.
2. Describe the size, number, architecture, and scope of any proposed new buildings.
3. Describe the type of proposed construction, uses, price points, parking plans, and density.
4. Describe the ways in which the site will be used including public open space, building forms and scale, building character and materials, and parking.
5. Provide a development schedule and cost analysis with regard to each stage and/or part of the proposed project.
6. Provide bidder's preliminary plan to finance project. A detailed financial plan including funding types and sources and any proposed public participation in the financing may be required prior to project award.

**ATTACHMENT #3
STATEMENT OF BIDDER'S QUALIFICATIONS**

Please supply the following information regarding bidder's ability and capacity to develop the project as described in Attachment #2.

1. Name and permanent address of bidder.
2. Please indicate the type of organization and legal description of entity, if not an individual doing business in his or her own name, and the legal name of such entity, if not indicated above (i.e., corporation, non-profit or charitable institution or corporation, partnership, business association or joint venture, government or instrumentality thereof, or other).
3. Indicate whether the entity is a subsidiary of or affiliated with any other corporation or any other firm or firms and, if so, please list such corporation by firm or address, specify its relationship with the bidder, and identify the officers and directors or trustees common to the bidder and such other corporation or firm.
4. Date and place of creation of the legal entity submitting this bid.
5. Name(s), address(es), title(s) of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the bidder, other than a government agency or instrumentality, as set forth below:
 - a. If the bidder is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock.
 - b. If the bidder is a non-profit or charitable institution or corporation, the members who constitute the board of trustees or board of directors, or similar governing body.
 - c. If the bidder is a partnership, each partner, whether general or limited partner, and either the percent of interest or a description of the character and extent of interest.
 - d. If the bidder is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
 - e. If the bidder is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.
6. General character of work usually performed by bidder.
7. Experience of development team in projects similar to the proposed project.
8. Experience in design and construction of facilities similar to the proposed project.
9. List of pertinent projects which team has designed and constructed.

10. Whether team intends to joint venture or subcontract with other firms, and, if so, the names and qualifications of such firms.
11. Evidence of the financial capability of the team to obtain necessary financing, performance bonds, and insurance to develop the project. A full financial statement may be required prior to project award. Bidder may request that the financial statement be held as confidential information to the extent possible under applicable public access laws.



Supplement to RFP

Table of Contents

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2. Intent
3. Legal Description
4. Site Description
5. Aerial Photograph
6. Area Land Use Map
7. Zoning Map
8. Disposition Process
9. Summary

1. Vicinity Map

DMD Downtown Canal Site Map



2. Intent

The Canal site offers approximately 0.259 acre of land located approximately 0.5 miles from downtown Indianapolis with good access to primary thoroughfares. When fully redeveloped, the site will provide an accessible community asset. The reuse will be mindful of the history of the site while at the same time offering exciting new development opportunities. The new development shall include the following elements:

- a. Public infrastructure improvements that provide public access to the Canal including ADA access via a commercial grade elevator or other accepted method; and
- b. Public restroom facilities on the Canal level

Such public infrastructure improvements costs and maintenance of said improvements shall be borne solely by the awarded bidder.

3. LEGAL DESCRIPTION

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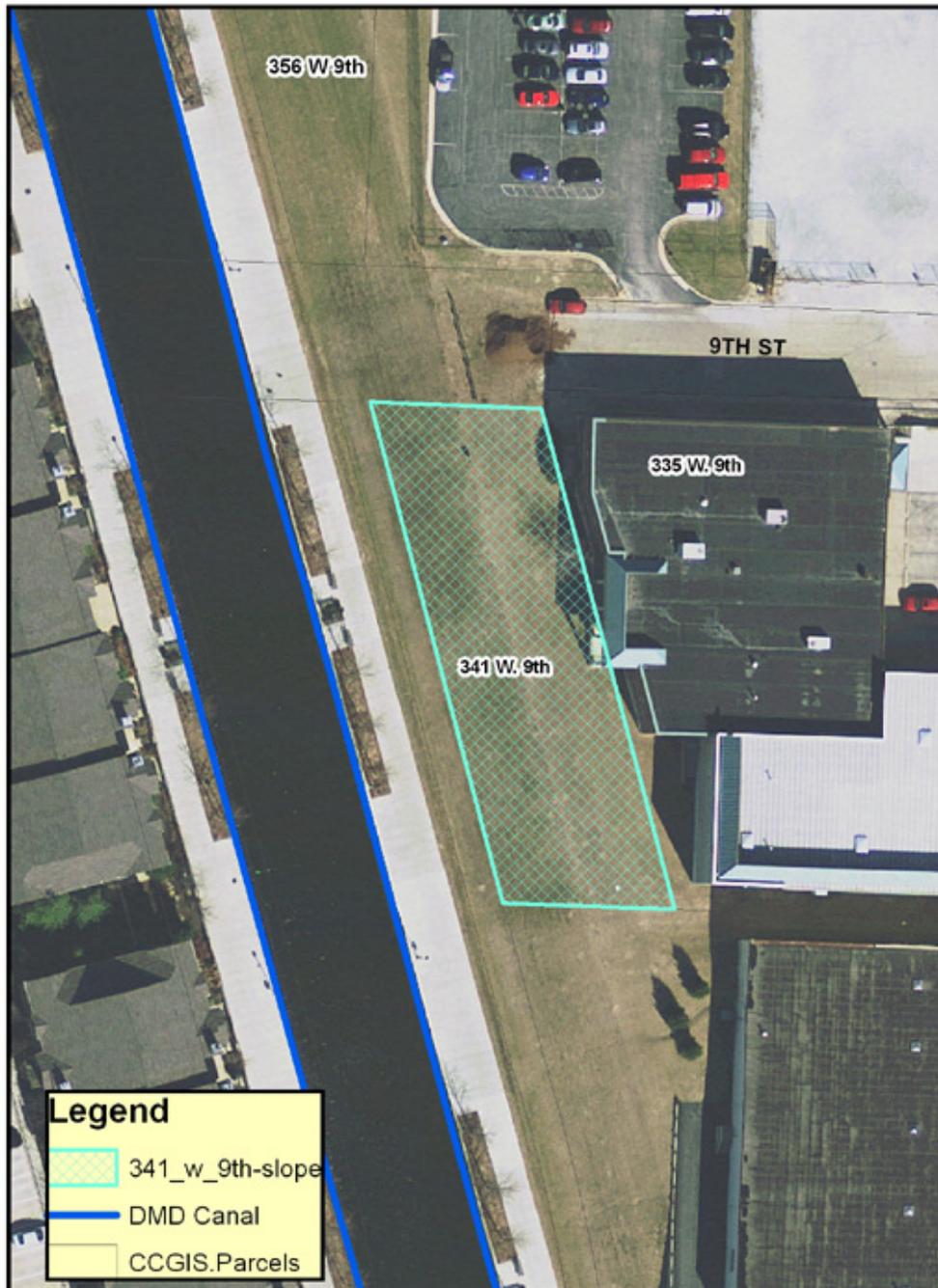
Note: This land description was prepared based exclusively upon record deed information and/or prior surveys of the subject premises or its parent. For purposes of the preparation of this description, no survey of the described real estate was performed and monuments were set.

4. Site Description

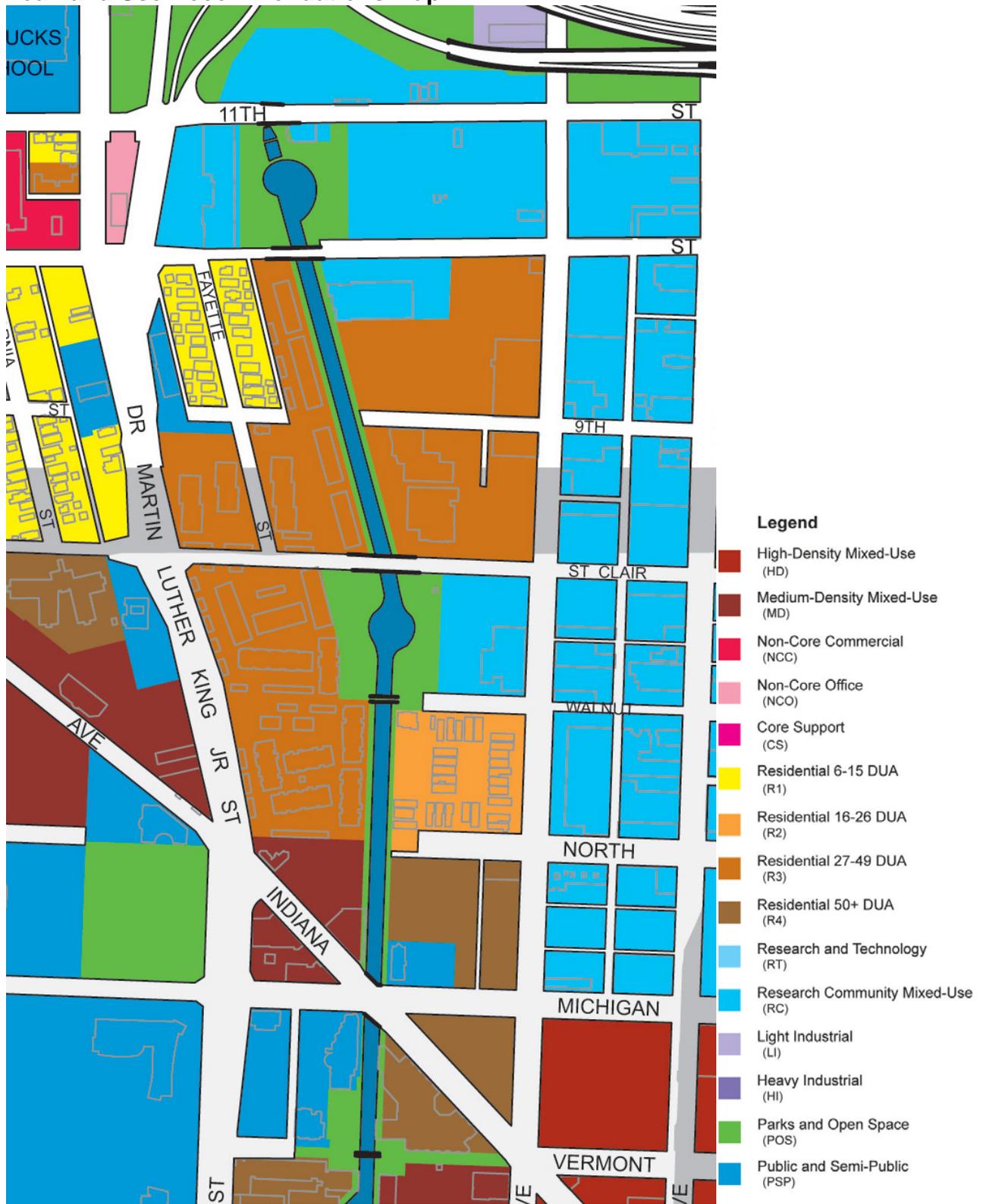
The site has been used as a green area slope adjacent to the Canal and has not been developed since the Canal was improved.

5. Aerial Photograph

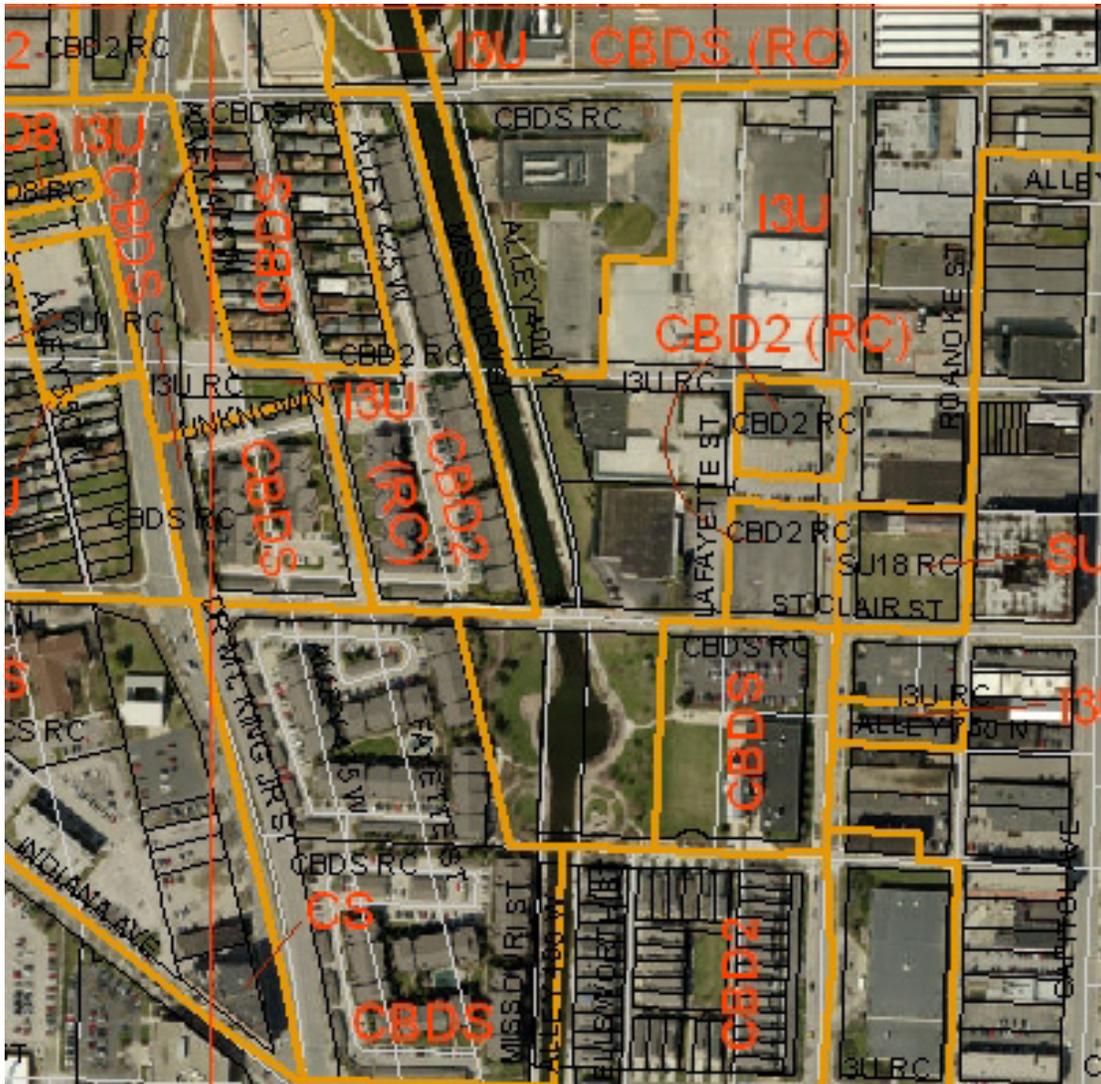
341 W. 9th-Canal Slope



6. Area Land Use Recommendations Map



7. Zoning Map



8. Disposition Process

The disposition process ultimately rests with the City of Indianapolis/Department of Metropolitan Development and the Metropolitan Development Commission as per State Law.

9. Summary

The successful redevelopment of the property is very important to the future of the various nearby Canal neighborhoods and institutions. The site is bounded by arterial streets on the east (Senate Avenue) and west (West Street and Dr. Martin Luther King, Jr., Street). The City hopes that the reuse of the property positively affects long-term development along the Canal.